

HONORABLE BENJAMIN H. SETTLE

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA

DEBORAH LEPINE, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

PETSMART, INC, a Delaware Corporation,

Defendant.

Case No.: 3:17-cv-05488-BHS

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

NOTE ON MOTION CALENDAR:
October 10, 2018

1 The Court, having read and considered all of the papers of the parties and their counsel,
2 including Plaintiff's Motion for Final Approval and supporting pleadings filed on October 3,
3 2018 and Plaintiff's Motion for Approval of Class Counsel's Fees and Costs, and Enhancement
4 Award for Class Representative, filed on September 26, 2018; having granted preliminary
5 approval on July 26, 2018 ("Preliminary Approval Order"); having previously directed that
6 notice be given to all Class Members of preliminary approval of the Settlement Agreement and
7 the final approval hearing, and the right to be excluded from or object to the settlement, and
8 having received no objections or opposition to the settlement; and good cause appearing,
9 pursuant to Rule 23(e)(1)(A) of the Federal Rules of Civil Procedure ("FRCP"),
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11 **IT IS HEREBY ORDERED AS FOLLOWS:**
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13 1. The Court hereby makes final the conditional class certification contained in the
14 Preliminary Approval Order, and thus makes final for purposes of the Settlement Agreement the
15 certification, pursuant to FRCP 23(g)(1)(A), of a class whose members consist of:

16 all current and former PetSmart employees paid "Groom Pay" for work performed in
17 Washington State during at least one pay period between June 26, 2014 and the July 26,
18 2018.

19 2. The Court hereby finds that the Notice of Proposed Class Action Settlement, as
20 mailed to all Class Members, as previously ordered by the Court, fairly and adequately described
21 the terms of the proposed Settlement Agreement, the manner in which Class Members could
22 object to the settlement, and the manner in which Class Members could opt out of the Class; was
23 the best notice practicable under the circumstances; was valid, due and sufficient notice to all
24 Class Members; and complied fully with FRCP Rule 23(e)(1)(B), due process, and all other
25 applicable laws. The court further finds that a full and fair opportunity has been afforded to Class
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1 Members to participate in the proceedings convened to determine whether the proposed
2 Settlement Agreement should be given final approval. Accordingly, the Court hereby determines
3 that all Class Members who did not timely and properly request to be excluded from the
4 settlement are bound by this final Order and shall be deemed to have released any claims
5 described in the Settlement Agreement (the “Released Claims”).
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7 3. The Court finds that the Settlement Agreement is fair, reasonable, and adequate
8 as to the Class, Plaintiff and Defendant, and is the product of good faith, arm’s-length
9 negotiations between the parties, and further, that the Settlement Agreement is consistent with
10 public policy, and fully complies with all applicable provisions of law. Accordingly, the Court
11 hereby finally and unconditionally approves the Settlement Agreement pursuant to FRCP
12 23(e)(1), and specifically:
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14 a. Approves the Settlement Amount of \$700,000 as specified in and
15 subject to the terms of the Settlement Agreement;
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17 b. Approves the distribution of the Net Class Fund to Participating Class
18 Members in the manner specified in and subject to the terms of the Settlement Agreement;
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20 c. Approves the application for Class Representative Award of \$5,000 to
21 Plaintiff/Class Representative Deborah LePine to be paid from the Settlement Amount, subject
22 to the terms of the Settlement Agreement;
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24 d. Approves Class Counsel’s requested fees award of \$210,000 which is
25 thirty percent (30%) of, and to be paid from, the Settlement Amount subject to the terms of the
26 Settlement Agreement;
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e. Approves Class Counsel's request for reimbursement of litigation expenses of \$7,468.36 to be paid from the Settlement Amount, subject to the terms of the Settlement Agreement;

f. Approves payment to Simpluris, Inc., the Settlement Administrator, of Settlement Administration Costs as incurred, in the amount of costs and fees actually incurred and documented to the parties' satisfaction, not to exceed \$7,300 to be paid from the Settlement Amount, subject to the terms of the Settlement Agreement; and

g. Approves and orders that in all other particulars the Settlement Agreement be carried out by the Parties and the Settlement Administrator subject to the terms thereof.

4. The Court orders that, following the Settlement Effective Date as defined in the Settlement Agreement, the Parties and the Settlement Administrator shall carry out the following implementation schedule for further actions and proceedings:

Within 14 calendar days of Settlement Effective Date	Deadline for Defendant to transfer Settlement Fund to the Settlement Administrator
Within 21 calendar days of Settlement Effective Date	Deadline for Settlement Administrator to pay Attorneys' fees and costs to Class Counsel; and Class Representative Award as specified above to the Plaintiff/Class Representative; Settlement payments to all participating Settlement Class Members, by checks sent via first class mail.
Within 30 calendar days of Settlement Effective Date	Deadline for Settlement Administrator to issue Settlement payments to participating Settlement Class Members
90 days after checks are mailed	Uncashed check are voided and funds shall be transmitted by the Settlement Administrator the Washington State Department of Revenue Unclaimed Property Fund in the name of the Settlement Class Members

1 5. This action is hereby dismissed with prejudice; provided, however, that without
2 affecting the finality of this Order, the Court retains exclusive and continuing jurisdiction over
3 the case for purposes of supervising, implementing, interpreting and enforcing this Order and
4 the Settlement Agreement, as may become necessary, until all of the terms of the Settlement
5 Agreement have been fully carried out.

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7 6. Upon the Settlement Effective Date, Plaintiff and all Class Members who have
8 not timely and properly excluded themselves from the Settlement Agreement shall be and hereby
9 are enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or
10 proceedings with respect to the Released Claims.

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12 Presented by:

13
14 /s/ Julian Hammond

15 Dated this 3rd day of October 2018.

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17 IT IS SO ORDERED, ADJUDGED AND DECREED.

18 DATED this 10th day of October, 2018.

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22 _____
23 BENJAMIN H. SETTLE
24 United States District Judge
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